

CV 12-4170

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
US DISTRICT COURT E.D.N.Y.
★ AUG 20 2012 ★

-----X
CHANDRAMATTIE D DEOCHAR, on behalf
of himself and all others similarly situated,

CERES ACTION OFFICE
COMPLAINT

Plaintiff,

v.

SUMMONS ISSUED

SPECIALIZED LOAN SERVICING, LLC

BLOCK, J.

Defendant.
-----X

J. ORENSTEIN, M.J.

Plaintiff, by his attorney The Law Offices of Shimshon Wexler, P.C., as and for his
complaint against the defendant, on behalf of a class pursuant to Rule 23 alleges as follows:

INTRODUCTION

1. This is an action pursuant to the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. §1692 *et seq.*
2. The FDCPA regulates the conduct of debt collectors.

JURISDICTION AND VENUE

3. This Court has jurisdiction under 15 U.S.C. §1692k (FDCPA).
4. Venue and personal jurisdiction in this District are proper because:
 - a. Defendant does business within this District;
 - b. The acts giving rise to this lawsuit occurred within this district.

PARTIES

5. Plaintiff, Chandramattie D Deochar, is an individual who resides in South Richmond Hill, New York.

6. Defendant, Specialized Loan Servicing, LLC, ("Specialized") is a limited liability corporation chartered under Delaware law with offices at 8742 Lucent Blvd. in Highlands Ranch, Colorado 80129.
7. Upon information and belief, Specialized is engaged in the business of collecting debts.
8. Upon information and belief, Specialized collects debts for others.
9. Upon information and belief, Specialized is a debt collector as that term is defined by 15 U.S.C. §1692a(6).
10. Specialized has a New York City Department of Consumer Affairs license for being a debt collector. Its license number is 1415614.
11. The requirement to obtain a license to be a New York City debt collector would only apply if the company is a debt collector as defined by the FDCPA.

FACTS

12. On or about January 21st, 2012 plaintiff received a letter from Specialized dated January 18th, 2012. See Exhibit A.
13. The letter stated "Payment Amount \$189.51".
14. The letter was the first communication sent by Specialized to plaintiff.
15. The letter was a communication as defined by the FDCPA.
16. In sending the letter, Specialized sought to collect a financial obligation incurred for personal, family or household purposes, namely fees emanating from a personal mortgage loan.
17. At the time of the mailing of the letter, Specialized was a debt collector as defined by the FDCPA as it pertains to its relationship with the plaintiff because when Specialized began servicing the loan it was already in default. See Exhibit B.

18. Upon information and belief, the letter did not state various disclosures which are required by the FDCPA Section "g" also known as the mini miranda.

CLAIMS FOR RELIEF

COUNT I

VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

19. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

20. The communication violates 15 U.S.C. §§1692 and 1692g.

21. Section 1692g entitled Validation of Debts provides:

(a) Notice of debt; contents

Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing—

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

22. Upon information and belief, the letter was the initial communication and there was no communication to plaintiff within 5 days of the letter with the 5 required disclosures enumerated in the previous paragraph.

23. The letter did not state §1692g disclosures number 1,2,3,4 and 5.

24. Specialized is liable to the plaintiff for statutory damages pursuant to 15 U.S.C. §1692k because of the FDCPA violation.

c. Congress intended class actions to be the principal enforcement mechanism under the FDCPA.

WHEREFORE, the Court should enter judgment in favor of plaintiff and the class and against the defendant for:

- (1) Statutory damages;
- (2) Attorney's fees, litigation expenses and costs of suit;
- (3) Such other and further relief as the Court deems proper.

Dated: New York, New York
August 16 2012


The Law Offices of Shimshon Wexler, PC

By: 

Shimshon Wexler
PO Box 250870
New York, New York 10025
Tel: (212)760-2400
Fax: (917)512-6132
swexleresq@gmail.com

NOTICE OF ASSIGNMENT

Please be advised that all rights relating to attorney's fees have been assigned to counsel.



Shimshon Wexler

EXHIBIT A

Account Number
1005916954
2nd Mortgage
Property Address
10312 Vis Pnes Loo
Clermont FL 34711

Statement Date
01/18/12

* 0362101 000002126 09SL52 0916841 P1 P7
CHANDRAMATTIE D DEOCHAR
10465 126TH ST
SOUTH RICHMOND HILL NY 11419-2903

A standard linear barcode consisting of vertical black bars of varying widths on a white background, located at the bottom of the document.

HOW TO CONTACT SLS

It is our pleasure to welcome you as a customer of Specialized Loan Servicing, LLC. Effective 01/20/2012 the servicing of your loan has been transferred from Saxon Mortgage Services, Inc to us. Specialized Loan Servicing is pleased to be the new servicer of your Home loan. We also wish to assure you that the terms and conditions of this transfer will not affect any original loan documents other than the terms directly related to the servicing of your loan.

As your Home loan provider, Specialized Loan Servicing is committed to courteous and responsive service, accurate and timely handling of your payments, and simple, direct answers to your questions. For prompt response in all communications with us, please remember to reference your account number 1005916954.

Beginning 01/20/2012, all future payments should be mailed to Specialized Loan Servicing. Your previous servicer will not accept payments from you beginning on the date listed above. Attached is your first payment coupon. Beginning next month you will receive a monthly billing statement.

If your monthly payment includes additional funds for the payment of taxes and insurance, please refer to the General Tax and Insurance sections on page 2 of this statement.

For up-to-the minute information about your account, use our 24-hour automated information system. To ask about this statement or general up-to-the-minute account information, please call 1-800-315-4SLS (4757). Monday - Friday 6a.m. - 6p.m. MST. TED: 1-800-268-9419, Monday - Friday 8:00 a.m. to 5:00 p.m. MST. Se Habla español - 1-800-315-4SLS (4757).

Or write to us at:

General Customer Service Inquiries: P.O. Box 636005
Littleton, CO 80163-6005

Tax Department:

P.O. Box 961059
Ft. Worth, TX 76161-0059
Phone: 1-866-801-1373
Fax: 1-817-826-0460

Insurance Department:

**P.O. Box 620188
Doraville, GA 30062
Phone: 1-800-441-4145
Fax: 1-678-475-8763**

Payments:

Attn: Remittance Processing
P.O. Box 105219
Atlanta, GA 30348-5219

Overnight Deliveries:

8742 Lucent Blvd., Suite 300
Highlands Ranch, CO 80129

**Our Website - www.sls.net
How to reach your previous servicer:
Saxon Mortgage Services, Inc
PO Box 161489
Fort Worth TX 76161
800-594-8422**

(If not a toll free number, you may call collect.)

Detach and return with payment



Account Number
1005916954
2nd Mortgage

A fee up to \$25.00 will be charged for each returned payment except as otherwise limited by law.

PAYMENT INSTRUCTIONS

1. Please
 - Do not send cash
 - Do not staple your check to the payment coupon
 - Do not include correspondence
2. Write your account number on your check or money order.
3. Write in any additional amounts you are including. (If the total is more than \$5,000, please send certified check.)
4. Make your check payable to
Specialized Loan Servicing
Attn: Remittance Processing

Payment Amount \$189.51

The amount shown above is taken from preliminary data. Your current billing statement will be mailed within 7 business days. That statement will contain all of your payment information along with a return envelope for your payment. If you do not receive your statement, please call our customer care center at the number listed above.

Specialized Loan Servicing, LLC
PO Box 105219
Atlanta, GA 30348-5219



100591695460000000000000000000000187514

Account Number

1005916954
 2nd Mortgage
 Property Address
 10312 Vis Pines Lane
 Clermont FL 34711

Statement Date

01/18/12

General Tax and Insurance Information

Your monthly home loan payment may include an amount to be deposited into an escrow or impound account from which we pay the insurance and/or taxes. We may review this account during the first 12 months to ensure that our monthly payment to this account is appropriate.

1. Any property tax bill sent directly to you should be forwarded immediately to Specialized Loan Servicing Tax Department, so that you can be assisted in avoiding penalties incurred by late payments. Also, you should be sure that you have applied for all money-saving tax exemptions available through your tax authority.
2. The terms of your mortgage loan require that you maintain insurance coverage for at least the amount of the outstanding balance of your loan, or 100% of the insurable value of the improvements. It also must show Specialized Loan Servicing in the mortgagee clause. You can have an active part in determining your monthly escrow payment by verifying with your insurance agent the exact amount of insurance you need to carry, and reminding them that your renewal policy must be sent directly to us well before the renewal date. Without a policy in our office within fifteen days prior to the renewal date, we may have to place coverage with an agent of our choice to protect our security interest. Any insurance correspondence should be forwarded immediately to Specialized Loan Servicing Insurance Department.
3. If you wish to make a mid-term insurance policy substitution, you are responsible for canceling the previous policy and paying the new carrier. You must send us a copy of the cancellation notice for the prior policy, a copy of the new policy with the appropriate mortgagee clause and a paid receipt for the first year's premium.
4. We encourage you to contact your insurance company immediately to verify that your policy reflects Specialized Loan Servicing LLC as your new loan servicer. Your mortgage clause must read as follows: "Specialized Loan Servicing LLC, its successors and/or assigns." Please also provide your agent with your new account number and Specialized Loan Servicing address.
5. To monitor this escrow account, we perform an escrow analysis annually, resulting in a payment adjustment based on the most recent amounts paid for taxes and insurance. The new payment will collect for the current year exactly what was previously paid out. Because we cannot anticipate the local tax increases or insurance costs, an increase in these factors will result in escrow changes and/or shortages.

Additional Important Information

Optional Insurance - SLS does not currently offer life insurance or disability insurance. If you were previously enrolled in this service, it will no longer be part of your monthly payment. You should contact your provider to arrange for payment or cancellation of this service.

Monthly Automatic payment drafting - Specialized Loan Servicing is pleased to offer this service. Simply contact our Customer Service department at 1-800-315-4SLS (4757). If you previously arranged with your prior Servicer to have your monthly mortgage payment drafted from your bank account, that service was automatically discontinued when your loan was transferred to SLS. If you would like to continue to have your monthly mortgage payment drafted from your bank account, you must enroll with SLS in order to take advantage of this service for your future payments.

End of Year Statements - Every year, in January, we will send you an accounting of your loan for the previous calendar year along with a statement of taxes and interest paid for income taxes purposes. Please be sure to keep us advised of any change in your mailing address.

Important Messages

For your protection, please be advised that we are attempting to collect a debt and any information obtained will be used for that purpose. Calls will be monitored and recorded for quality assurance purposes. If you do not wish for your call to be recorded, please notify the customer service associate when calling.

Attention to any Customer in Bankruptcy or who has received a bankruptcy discharge of this debt: please be advised that this letter constitutes neither a demand for payment of the captioned debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code, however, it may be a notice of possible enforcement of our lien against the collateral property, which has not been discharged in your bankruptcy.

EXHIBIT B

SAXON

Page 1 of 1
4700 MERCANTILE DR.
FT WORTH, TX 76137-3605

Florida

CUSTOMER CALL CENTER

add into ledger

71079-020684-005
CHANDRAMATTIE D DEOCHAR
10465 126TH ST
S RICHMOND HL NY 11419-2903

MORTGAGE LOAN STATEMENT

PROPERTY ADDRESS:
10312 VISTA PINES LOOP
CLERMONT FL 34711

Statement Date: 01/17/12
Loan Number: 2000545350

Current Balances: \$19,603.92
Principal: \$0.00
Escrow: \$0.00
Interest Rate: 11.000%
YTD Interest Paid: \$0.00
Current Payment Due: \$189.51
Mortgage Amount: \$8,527.95
Delinquent Payment: \$147.48
Other: \$426.24
Unpaid Late Charge: \$9,281.18
TOTAL AMOUNT DUE: \$9,281.18
Loan Due Date: 05/01/08

Visit us online at: www.saxononline.com

Saxon Mortgage Services, Inc.'s goal is to provide attentive service to its customers. Saxon is dedicated to delivering accurate information in a timely manner, empowering its employees to make decisions, and providing First Call resolution. Through how it depends on, and attention to detail, Saxon will demonstrate its ability to exceed the service needs of its customers.

ACTIVITY SINCE YOUR LAST STATEMENT

Payments received after the statement date do not apply.

TRANSACTION DESCRIPTION	TRANSACTION DATE	TOTAL RECEIVED	PRINCIPAL	INTEREST	ESCROW	OPTIONAL INSURANCE	MISC. FEES	SUSPENSE
Late Charge Assess.	01/17/12	0.00	0.00	0.00	0.00	0.00	-9.48	0.00

LATE CHARGE INFORMATION: Avoid late charges by making payments for the exact amount on or before the due date. Late Charges will not be waived because of postal delays; therefore, please allow adequate time for mail service. Any late charge must be included on the next payment. We may report information about your account to the credit bureaus. Late payments, missed payments or other defaults on your account may be reflected on your credit report.

IMPORTANT MESSAGES

Our services are only an e-mail away! Visit our improved website www.Saxononline.com for general inquiries and customer service related issues. We look forward to hearing from you.
Saxon now offers the "Check by Phone" service via the Internet at www.Saxononline.com. Your PIN number is the last four digits of the primary borrower's Social Security number.